

Exhibit "H"

BK 1035 PG 670

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 465.00
and issued receipt No. 722 therefore,
in payment of Mortgage Tax on the within
Mortgage. Dated this 22 day of
Oct, 20 04
LARSHA TAYLOR, County Treasurer
Deputy

DOC: 2004-7122
Filed 10-28-2004 at 3:33PM
Book 1035 Pages 670 TO 681
Fees: \$30.00
Donna Jamison-Sawtooth County

After Recording Return To:
FIRST RESOURCE FEDERAL CREDIT
UNION
2807 S. STATE ST.
SAINT JOSEPH, MI 49085

[Space Above This Line For Recording Data]

MORTGAGE

ROBERTS
LOAN #: 743-111789
PIN #:

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated OCTOBER 20, 2004 together with all Riders to this document.

(B) "Borrower" is TOMMY ROBERTS AND JUDY ROBERTS, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is FIRST RESOURCE FEDERAL CREDIT UNION

Lender is a FEDERAL CREDIT UNION organized and existing under the laws of MICHIGAN. Lender's address is 2807 S STATE STREET ST JOSEPH, MI 49085

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated OCTOBER 20, 2004. The Note states that Borrower owes Lender

FOUR HUNDRED SIXTY-FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 465,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2034

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [specify] | |

BK 1035 PG 6 11

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the COUNTY (Type of Recording Jurisdiction)

of SEQUOYAH (Name of Recording Jurisdiction):

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER CORNER; THENCE 480 FEET TO THE POINT OF BEGINNING; THENCE WEST 330 FEET; THENCE NORTH 350 FEET; THENCE EAST 330 FEET; THENCE SOUTH 350 FEET TO THE POINT OF BEGINNING, ALL BEING IN SECTION 24 TOWNSHIP 11 NORTH, RANGE 26 EAST, SEQUOYAH COUNTY, OKLAHOMA.

which currently has the address of 200 TAYLOR ROAD

ROLAND

[City]

, Oklahoma 74934

[Zip Code]

[Street]

("Property Address").

OKLAHOMA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3037 1/01 (Rev. 12/03)

DOCU002
DOCU002.VTX 9/24/2002

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